



4. The Stipulated Amount is paid without prejudice to Plaintiff in any regard, other than if any damages are awarded in this case, those damages will be reduced by the Stipulated Amount received by Plaintiff;

5. Defendants agree not to transfer any intellectual property and assets in any way related to the allegations made in this case and further agree to operate Defendant Tree Star, Inc. ("Tree Star") in the ordinary course of business and do nothing to transfer, sell, harm, diminish or dilute the value of the intellectual property and assets referenced;

6. No deposition will take place before the mediation, unless agreed to by all Parties;

7. The Parties are directed to focus any written discovery before the mediation to issues reasonably likely to assist in the mediation process and exercise best efforts to resolve any disputes in accordance therewith;

8. The Parties shall mediate with a mutually agreed mediator during the week of December 16, 2013;

9. This matter is set for telephonic status on December \_\_, 2013 to advise the Court on status of mediation and, if necessary, set dates for hearing on the preliminary injunction on or after February 3, 2014.

IT IS SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ENTER:

\_\_\_\_\_

AGREED:

**MARIO ROEDERER**

/s/ Todd A. Rowden

One of His Attorneys

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**ADAM TREISTER and TREE STAR, INC.**

/s/ Bernard S. Moore

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